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**GILA COUNTY**  
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## **PROFESSIONAL SERVICES CONTRACT NO. 1005.274/2-2011**

### **MEDICAL DIRECTOR SERVICES SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of April, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Dr. McLaren Ruesch, M.D., of the City of Globe, County of Gila, State of Arizona, hereinafter designated the **Consultant**.

**WITNESSETH:** That the Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor agrees to provide Medical Director Services for the Gila County Sheriff's Office Adult and Juvenile Detention Centers in Globe, Arizona and the Adult Detention Center in Payson, Arizona. The services shall be provided on an "as need" basis as requested by the County.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications and agrees that he posses experience as a physician. If at any time during the term of the contract the Contractors licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

Gila County shall provide to the Contractor a specific area at each location within which to perform his service.

Contractor's duties will include but not be limited to the following:

1. Provide medical services and oversee all medically related functions;
2. Direct medical aid;
3. Provide assessments;
4. Provide standing orders for the registered nurses use to handle situations that arise;
5. Grant referrals to local specialists for continuing medical services;

6. Oversee jail nursing staff and physicians assistant;
7. Be involved in a monthly quality assurance review;
8. Conduct appropriate scheduled jail/juvenile sick call;
9. Provide appropriate diagnostic and treatment services for jail inmates/detained juveniles;
10. Prescribe pharmaceuticals (generic where possible) as necessary;
11. Consult with inmate/juvenile physician as indicated regarding medical history, diagnoses, treatment and medication;
12. Consult with psychiatrist and/or mental health professionals, as necessary regarding psychotropic medications and/or monitoring and confer concerning general mental health issues;
13. Refer inmates/juveniles to specialty care physicians, other health professionals and/or health care facilities in accordance with accepted protocol;
14. Perform medical screening and physical exams;
15. Assist juvenile detention officers/jail medical staff in triage of medical situations;
16. Review acute care, hospital length of stay as needed;
17. Review/provide final determination of medicine necessary, appropriateness and cost effectiveness of services;
18. Oversee the denial of medical services to inmates/juveniles;
19. Provide clerical, administrative and supervisory direction regarding quality of care resolutions and inmate grievances related to medical issues;
20. And, remain available for calls in emergency situations.

**ARTICLE II – FEES:** The FEE included for the Contractors services shall be as follows:

▪ Scope of Work	\$ 40,000.00
▪ Required Insurance	<u>\$ 8,000.00</u>
▪ Contract Total	\$ 48,000.00

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE VI – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE VII – ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE VIII – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

**ARTICLE IX – TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for four (4) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE X – PAYMENT:** The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$ 48,000.00 . Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Contractor.

Gila County employs a "Net 30" payment term meaning the payment will be issued thirty (30) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

**IN WITNESS WHEREOF,** three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 48,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL SERVICES CONTRACT NO. 1005.274/2-2011**

**MEDICAL DIRECTOR SERVICES – SHERIFF'S OFFICE**

**GILA COUNTY:**

**CONTRACTOR:**

**GILA COUNTY BOARD OF SUPERVISORS**

**DR. MCLAREN RUESCH, M.D.**

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

  
Contractor Signature

**ATTEST:**

McLaren Ruesch MD  
Print Name

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney